



Susana Martinez
GOVERNOR

State of New Mexico
ENVIRONMENT DEPARTMENT
Construction Programs Bureau
5500 San Antonio Dr. NE
Albuquerque, New Mexico 87109
<http://www.nmenv.state.nm.us/cpb/cpbtop.html>



Raj Solomon, PE
ACTING SECRETARY

John A Sanchez
Lt. Governor

TRANSMITTAL

Project: Ruidoso WWTP Upgrades, New Mexico Project Files

To: U.S. EPA-Region 6
1445 Ross Avenue
Suite 1200
Dallas, Texas 75202-2733

Date: January 7, 2011
Proj.#: XP-96657101, 97630701, 96631701
Attn: Nasim Jahan-Project Officer

Attached are the following:

All related Project documentation and technical files for the City of Ruidoso Downs and Village of Ruidoso, Phase I-A WWTP Upgrades (Sludge Dewatering Plant).

Transmitted for:

☐ Your Use ☒ As Requested
☐ Review & Comment ☐ Other

Request Return By This Date: N/A

Remarks: Nasim, enclosed are the main project and expandable files for the following STAG grant projects.

96657101 – City of Ruidoso Downs Phase I-A WWTP Upgrades
97630701 – Village of Ruidoso Phase I-A WWTP Upgrades
96631701 – Village of Ruidoso

If you have any questions, please feel free to contact me by phone at 505-222-9570 or by email at jim.chiasson@state.nm.us

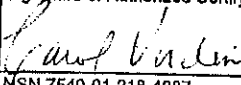
Sincerely,

cc: File – NMED Electronic Files

By: Jim Chiasson, PE

FINANCIAL STATUS REPORT (Short Form)

(Follow Instructions on the back)

1. Federal Agency and Organizational Element to Which Report is Submitted USEPA/NMED		2. Federal Grant or Other Identifying Number Assigned By Federal Agency XP-966571-01		OMB Approval No. 0348-0038	Page of pages
3. Recipient Organization (Name and complete address, including ZIP code) City of Ruidoso Downs 122 Downs Drive, Ruidoso Downs, New Mexico 88346					
4. Employer Identification Number 85-6002279		5. Recipient Account Number or Identifying Number 66983		6. Final Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7. Basis <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual					
8. Funding/Grant Period (See instructions) From: (Month, Day, Year) 12/31/2007		To: (Month, Day, Year) 12/30/2011		9. Period Covered by this Report From: (Month, Day, Year) 12/31/2007	
				To: (Month, Day, Year) 2/28/2010	
10. Transactions:					
		I Previously Reported	II This Period	III Cumulative	
a. Total outlays				262,363.63	
b. Recipient share of outlays				118,063.63	
c. Federal share of outlays				144,300.00	
d. Total unliquidated obligations					
e. Recipient share of unliquidated obligations					
f. Federal share of unliquidated obligations					
g. Total Federal share (Sum of lines c and f)				144,300.00	
h. Total Federal funds authorized for this funding period				144,300.00	
i. Unobligated balance of Federal funds (Line h minus line g)				0.00	
11. Indirect Expense					
a. Type of Rate (Place "X" in appropriate box) <input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed					
b. Rate		c. Base		d. Total Amount	
				e. Federal Share	
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.					
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.					
Typed or Printed Name and Title Carol Virden, City Clerk/Treasurer				Telephone (Area code, number and extension) 575-378-4422	
Signature of Authorized Certifying Official 				Date Report Submitted March 29, 2010	

CERTIFICATION OF PROJECT ACCEPTANCE AND PERFORMANCE

Local Authority (Grantee): City of Ruidoso Downs

Address 122 Downs Drive, PO Box 348, Ruidoso Downs, NM 88346

Project Number: XP-966571-01

I, Adelmo Archuleta, of the firm of Molzen-Corbin & Associates, a Registered Professional Engineer in the State of New Mexico, and project engineer for the above referenced local authority, for certain improvements consisting of Phase 1A – Sludge Handling and UV Facilities – Ruidoso WWTP Improvements do hereby certify that I have inspected the project and to the best of my knowledge it was substantially completed according to plans and specifications and/or duly authorized change orders.

The Contractor on this job is Tatsch Construction

I DO HEREBY CERTIFY SUBSTANTIAL COMPLETION OF THE ABOVE REFERRED TO IMPROVEMENTS AND RECOMMEND ACCEPTANCE.

Dated this 8 day of March, 2010.


(Signature and stamp) P.E.

ACCEPTANCE AND CERTIFICATION OF PERFORMANCE BY LOCAL AUTHORITY:

As required by the Clean Water Act under Title II, Section 204(d) and 40CFR 35.2218(c), the City of Ruidoso Downs (Grantee) certifies that the project built under EPA XP-966517-01 does meet the design specifications, effluent limitations, and all other project performance standards.

I DO HEREBY CERTIFY THAT THE PROJECT HAS BEEN COMPLETED AND IS OPERATIONAL AND HAS BEEN ACCEPTED BY THE GRANTEE.

Dated this 9th day of March, 2010.



City Clerk/Treasurer

(Signature and Title, Grantee Authorized Representative)

The warranty period is from (see below) to (see below).

- From 9/29/2009 to 9/29/2010: Digester Blowers, Aerobic Digester Structure and Associated Electrical Work
- From 11/04/2009 to 11/04/2010: UV Disinfection Facilities and Associated Electrical Work
- From 11/12/2009 to 11/12/2010: Sludge Thickening/Dewatering Facilities, Temporary Waste Activated Sludge Pump Station, Two Drain Lift Stations and Associated Electrical Work.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Name of Project: Phase 1A – Sludge Handling and UV
Facilities – Ruidoso WWTP Project

CPB Project #: XP-966571-01 Phase 1A

Project: Phase 1A – Sludge Handling and UV Facilities –
Ruidoso WWTP Project

Contractor: Tatsch Construction

Address: 208 Highway 180 West
Silver City, New Mexico 88061

Location: Village of Ruidoso, New Mexico

Contract Work:

Sludge Thickening & Dewatering Facilities, Digester Blowers,
Aerobic Digester Structure, Ultraviolet Disinfection Facilities,
Temporary Waste Activated Sludge Pump Station, Two Drain Lift
Stations & associated Electrical Work.

Contract No.: 08-001

SUBSTANTIAL COMPLETION DATE:

9/29/09 - Digester Blowers, Aerobic Digester Structure and Associated Electrical Work.

11/4/09 - UV Disinfection Facilities and Associated Electrical Work.

11/12/09 - Sludge Thickening and Dewatering Facilities, Temporary Waste Activated Sludge Pump Station, Two Drain Lift Stations and associated
Electrical Work.

☒ Complete

Substantial Completion and warranty time periods affected are defined in the General Conditions of the Contract. All parties listed below have reviewed the work under this Contract and recommend issuance of the substantial completion. The Village of Ruidoso concurs with NMED's acceptance of the A/E's certification, will assume full possession and responsibility for the project or designated area, less punch list items, on the above listed Date. All warranties will start the day of substantial completion, with the exception of those items on the punch list, which will start on the date of Final Acceptance. The responsibility of the Contractor for heat, light, other utilities and Builders' Risk Insurance required by the Contract ceases at Substantial Completion. Other required insurance remains the Contractor's responsibility until the Certificate of Final Acceptance is issued.

PUNCH LIST: See Attached

A list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Prime Contractor or Construction Manager is appended hereto. The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the Contract documents.

The Contractor shall complete or correct the work on the punch list appended hereto by 04/30/2010. The punch list consists of 4 items.
Mo. Day Year

Tatsch Construction

Contractor

Representative

Date

Molzen-Corbin & Associates

Architect/Engineer

Representative

Date

City of Ruidoso Downs, New Mexico
Community Name

Representative

Date

CPB Project Manager

Date

Attachments: Punch List

XP-156

CERTIFICATION OF LABOR STANDARDS

I certify that all the Labor Standards Contract Provisions of the specifications have been complied with during construction of water and/or wastewater infrastructure(s) known by the U. S. Environmental Protection Agency as

XP-966571-01, Phase 1A- Sludge handling and UV Facilities- Ruidoso WWTP Project
(Project Number) (Legal Name of Project)

March 9 2010
Date

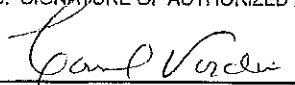
Carol Virden
Signature of Authorized Representative

Carol Virden, Clerk/Treasurer City of Ruidoso Downs
Name and Title

*This is a suggested format. The grantee may substitute an equivalent format.

**U.S. ENVIRONMENTAL PROTECTION AGENCY
MBE/WBE UTILIZATION UNDER FEDERAL GRANTS, COOPERATIVE
AGREEMENTS, AND INTERAGENCY AGREEMENTS**

PART 1. (Reports are required even if no procurements are made during the reporting period.)

1A. FEDERAL FISCAL YEAR 2009		1B. REPORTING QUARTER (Check appropriate box) <input type="checkbox"/> 1 st (Oct-Dec) <input type="checkbox"/> 2 nd (Jan-Mar) <input type="checkbox"/> 3 rd (Apr-Jun) <input type="checkbox"/> 4 th (Jul-Sep) <input checked="" type="checkbox"/> Annual																																					
1C. REVISION Year: _____ Quarter: _____		HIGHLIGHT ITEMS TO BE REVISED AND PROVIDE EXPLANATION IN BLOCK No. 6																																					
2A. FEDERAL FINANCIAL ASSISTANCE AGENCY (EPA Office Address - ATTN: DBE Coordinator)		3A. REPORTING RECIPIENT (Name and Address) City of Ruidoso Downs 122 Downs Drive Ruidoso Downs, New Mexico 88346																																					
2B. REPORTING CONTACT (EPA DBE Coordinator)	2C. PHONE:	3B. REPORTING CONTACT (Recipient) Carol Virden	3C. PHONE: 575-378-4422																																				
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, Refer to Instructions for Completion of 4A, 5A, and 5C) XP-966571-01		4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM STAG																																					
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT EPA Share: \$ 144,300.00 Recipient Share: \$ 64,935.00		5B. Check and skip to Block No. 7 if no procurements and accomplishments were made this reporting period. <input type="checkbox"/>																																					
		5C. TOTAL PROCUREMENT AMOUNT THIS REPORTING PERIOD (ONLY include the amount not in any prior reporting period and procurements made by SRF Loan Recipients and Sub-Recipients) \$ 144,300.00 (Exclude procurement amounts reported by Prime Contractors)																																					
5D. ACTUAL MBE/WBE PROCUREMENT ACCOMPLISHED THIS REPORTING PERIOD BY RECIPIENT (SRF State Recipients, Report State Procurement Activities Here)		5E. ACTUAL MBE/WBE PROCUREMENT ACCOMPLISHED THIS REPORTING PERIOD BY LOAN RECIPIENTS, SUB-RECIPIENTS, AND PRIME CONTRACTORS																																					
<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>\$ MBE</th> <th>\$ WBE</th> </tr> </thead> <tbody> <tr><td>Construction</td><td>_____</td><td>_____</td></tr> <tr><td>Equipment</td><td>_____</td><td>_____</td></tr> <tr><td>Services</td><td>_____</td><td>_____</td></tr> <tr><td>Supplies</td><td>_____</td><td>_____</td></tr> <tr><td>TOTAL</td><td>_____</td><td>_____</td></tr> </tbody> </table>			\$ MBE	\$ WBE	Construction	_____	_____	Equipment	_____	_____	Services	_____	_____	Supplies	_____	_____	TOTAL	_____	_____	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>\$ MBE</th> <th>\$ WBE</th> </tr> </thead> <tbody> <tr><td>Construction</td><td>1,531,554.16</td><td>_____</td></tr> <tr><td>Equipment</td><td>_____</td><td>_____</td></tr> <tr><td>Services</td><td>61,981.00</td><td>_____</td></tr> <tr><td>Supplies</td><td>_____</td><td>_____</td></tr> <tr><td>TOTAL</td><td>_____</td><td>_____</td></tr> </tbody> </table>			\$ MBE	\$ WBE	Construction	1,531,554.16	_____	Equipment	_____	_____	Services	61,981.00	_____	Supplies	_____	_____	TOTAL	_____	_____
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Supplies	_____	_____																																					
TOTAL	_____	_____																																					
6. COMMENTS:																																							
7. NAME OF AUTHORIZED REPRESENTATIVE Carol Virden, MMC		TITLE Clerk-Treasurer																																					
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE 		DATE March 9 2010																																					

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: _____

1. Procurement Made By		2. Business Enterprise		3. \$ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Service ^A (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Other	Minority	Women				
	X	X		59,801.00	11/14/08	1	Post-Tensioning Reinforcing Inc
							8612 Paseo Alameda NE, Ste. D Albuquerque, NM 87113 (505) 587-9729
	X	X		1,471,753.16	9/24/08	1	U.S. Electrical Corporation
							301 California St SE Albuquerque, NM 87108 (505) 260-1000
	X	X		61,981.00	9/9/08	3A	Manuel Lujan Insurance
							PO Box 3727 Albuquerque, NM 87190 (505) 652-7771

^AType of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

A = Business Services
B = Professional Services
C = Repair Services
D = Personal Services



LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS AND COOPERATIVE AGREEMENTS*

INSTRUCTIONS:

* At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

Please mail this form to your EPA Grant Specialist within 90 days of project completion. DO NOT send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

XP-966571-01

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Carol Virden

Signature of the Chief Executive Officer

8/9/2010

Date

Carol Virden

Print Name

Burden Statement - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

RECORD DRAWINGS & O&M MANUALS

Local Authority: City Ruidoso Downs

Address: 122 Downs Drive, PO Box 348, Ruidoso Downs, NM 88346

Project Name: Phase 1A – Sludge Handling and UV Facilities – Ruidoso WWTP

Project Number: XP-966571-01

This letter confirms that City of Ruidoso Downs has received a full set of reproducible record drawings for the referenced project as required by the grant/loan agreement. The Drawings of Record do not differ substantially from the plans approved for construction and have been accepted by the City of Ruidoso Downs. The Drawings of Record are on file at City Hall and available for review by NMED. We also confirm that we have received an acceptable, complete set of Operation & Maintenance Manuals for equipment installed with this project.

Carol Virden

Name¹



Signature

March 9 2010

Date

¹ Signed by the Grantee Representative or Signatory Authority

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-966571-01 Subcontract Agreement S0801141 for improvement of the premises described as Wastewater Treatment Plant the City of Ruidoso Downs, County of Lincoln, State of New Mexico of which, City of Ruidoso Downs is the Owner.

NOW, THEREFORE, this 31st day of January 2010 for and in consideration of the sum of \$50,644.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

CraneCare, Inc

Name of sole ownership, corporation or partnership

Lisa May

Name of Authorized Representative

General Manager

Title

Lisa May

Signature of Authorized Representative

2-18-10

Date

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: Phase 1A - Sludge Handling and UV Facilities - Ruidoso WWTP Project

Location: Ruidoso, New Mexico

A/E#: Molzen-Molzen-Corbin & Associates

TO (Owner): City of Ruidoso Downs

Address: 122 Downs Drive, PO Box 348

City/ State/ Zip: Ruidoso Downs, NM 88346

Contractor: Tatsch Construction, Inc. Contract Date: September 22, 2008

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Safeco Insurance Company of America
Safeco Plaza, Seattle, WA 98185

, Surety Company,

on bond of (here insert name and address of Contractor)

Tatsch Construction, Inc.
208 Highway 180 West, Silver City, NM 88061

, Contractor,

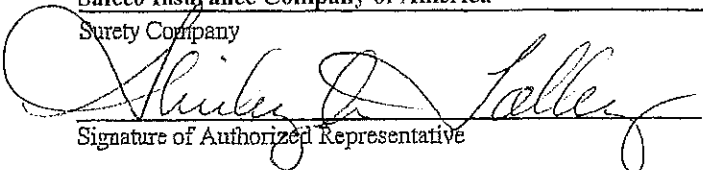
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to the City of Ruidoso Downs, Owner,
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 19th day of January, 2010

Safeco Insurance Company of America

Surety Company


Signature of Authorized Representative

Shirley A. Talley, Attorney-In-Fact

Title


Attest:
(Seal)



POWER
OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 4341

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

SUSAN D. MARTIN; DAVID C. MITCHIE; THOMAS M. PADILLA; SHIRLEY A. TALLEY; Albuquerque, New Mexico

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 19th day of January, 2010

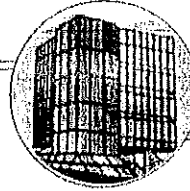


Dexter R. Legg, Secretary

Tatsch Construction, Inc.

GENERAL CONTRACTORS

Licenses: NM 15206, AZ 074121 & 074122



208 Highway 180 West
Silver City, NM 88061

Phone: 575-538-3704 Fax: 575-538-2552

www.tatschconstruction.com

13 November, 2009

Randall Camp
Village of Ruidoso
313 Cree meadows Drive
Ruidoso, NM 88345

Fax: 1-575-258-5361
Email: randallcamp@ruidoso-nm.gov

Re: Phase 1A - Sludge Handling and Ultraviolet Disinfection Facilities – 2008
Ruidoso Downs, NM
Substantial Completion

Dear Mr. Camp:

This is to inform the Owner for the above mentioned project that we have been informed that the Waste Water Plant Operators have placed the Sludge Thickening equipment into service prior to our receipt of a formal Certificate of Substantial Completion from the Owner. An email communication was expected by us. As of 2:28 P.M. we have not received any communication on substantial completion from the Owner or Engineer. This request for substantial completion on the Sludge Thickening system was made at the monthly meeting on November 12, 2009. The Owner was to formally accept substantial completion prior to operating the Thickening equipment installed by Tatsch Construction.

The Operators have operated the Thickening equipment on this date of November 13, 2009 as confirmed by our Superintendent Willie Lucero via Waste Water Treatment plant operator Alfredo at 2:00 P.M.

The Owner, by its actions, has constructively taken possession of the units and the date of Substantial Completion is therefore set at 12 November 2009.

Sincerely,

A handwritten signature in dark ink, appearing to read "Miguel Chandler", written in a cursive style.

Miguel Chandler
Project Manager

RUIDOSO PHASE 1A – SLUGE HANDLING AND UV FACILITIES

The majority of the punchlist items listed on the attached Final Inspection letter (November 18, 2009) have been completed, except for the following items.

PUNCHLIST:

1. Provide Final O&M Manual for UV System.
2. Provide Spare Parts Master List and confirm delivery of all spare parts to Owner.
3. Fire Alarm System. Modify installed system to "REPORT ALARMS REMOTELY VIA TELEPHONE", as noted on Sheet E-31-102 of the Drawings.
4. Sheet W30-101, Line 7. Verify that Line 7 was constructed to the limits shown on this Drawing (40 feet).

2701 MILES RD SE
ALBUQUERQUE, NM 87106
TEL: 505.242.5700
FAX: 505.242.0673

MOLZEN-CORBIN & Associates

ENGINEERS/ARCHITECTS/PLANNERS

November 18, 2009

Mr. Randall Camp
Director, Public Works
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

RE: Phase 1A – Solids Handling and Ultraviolet Disinfection Improvements RUI062-11
Final Inspection and Substantial Completion of Sludge Handling Facilities and Digester

Dear Mr. Camp:

The final inspection was held on November 12, 2009. The final inspection was attended by representatives from the Owner, New Mexico Environment Department, and Engineer (see enclosed attendance sheet). Tatsch Construction was issued two previous Preliminary Punchlists (one in August and the other in October 2009); copies of these punchlists were distributed at the final inspection. Some additional punchlist items were identified at the final inspection, as listed below:

1. Install pipe bollards at PNM transformer as noted on Drawings.
2. Ultraviolet Disinfection Structure: Installed water separator is subject to freezing. The water separator needs to be removed and relocated inside the compressor housing.
3. Ultraviolet Disinfection Structure: UV cable (yellow) on south channel should be wound and tied. Tie to match cables on north channel.
4. Ultraviolet Disinfection Structure: Electrical conduit on south side of channel (sidewalk) is not plugged. Insert pull cord into conduit and plug.

Items Identified by Tatsch Construction

1. Provide Owner training for Digester improvements.
2. Painting – Propane tank relocation gas line.
3. Painting – Install pipe tape markers.
4. Pipe Markers – Install pipe lettering.
5. Replace UV Temporary Transformers.
6. Provide Final O&M Manuals for UV System.
7. Provide Final O&M Manuals for Generator.
8. Provide Spare Parts Master List, and confirm delivery of all spare parts to Owner.
9. Pursue UV Taping Agreement and resolve with Siemens. Schedule UV training follow-up. Follow-up training will be videotaped by Owner's representative.
10. Fire Alarm System – Modify installed system to "REPORT ALARMS REMOTELY VIA TELEPHONE", as noted on Sheet E31-102 of the Drawings.
11. Complete all work shown as "not complete in October Payment Application".

Mr. Randail Camp
November 18, 2009
Page 2

SUBSTANTIAL COMPLETION

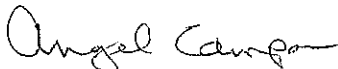
The Owner's representatives, Cleatus Richards, City of Ruidoso Downs, and Randall Camp, Village of Ruidoso, acknowledged Substantial Completion (copy enclosed) of the Sludge Handling System, effective November 12, 2009.

The Engineer will complete the Substantial Completion Certificate(s) for the facilities completed on this project by separate correspondence.

Please call me should you have any questions regarding this communication.

Sincerely,

MOLZEN-CORBIN & ASSOCIATES



Angel Campos
Project Manager

AC:ps
Enclosures

cc: Mr. Cleatus Richards, Public Works Director, City of Ruidoso Downs
Ms. Debi Lee, Village Manager, Village of Ruidoso
Mr. William Morris, Deputy Village Manager, Village of Ruidoso
Mr. Bobby Snowden, WWTP Director, Village of Ruidoso
Mr. Sandy Edens, P.E., Project Manager, New Mexico Environment Department
Mr. Richard A. Rogers, Vice President, Tatsch Construction, Inc.
Mr. Miguel A. Chandler, Project Manager, Tatsch Construction, Inc.

PHASE 1A – SLUDGE HANDLING AND ULTRAVIOLET DISINFECTION FACILITIES 2008

FINAL INSPECTION – November 12, 2009

<u>Name</u>	<u>Representing</u>	<u>Telephone Number</u>
Angel Campos	Molzen-Corbin & Associates	(505) 242-5700
Bobby Snowden	VOR	(575) 378-2417
Willie Lucero	TATsch Const Inc	(575) 534-7800
Miguel A. Chandler	TATSCH CONSTRUCTION	575-534-5704
JAMES DOWDY	U.S. Electric	505-331-8339
Carol Virden	C.O.R.D.	575-378-9422
Charles Richards	CORB	575 937-6929
John C Wood	M-C	
SANDY EDDY	NMED-CAB	505-222-9512

Angel Campos

To: 'Randall Camp'; 'Bobby Snowden'; 'LisaSanchez@ruidoso-nm.gov'
Subject: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester by Ruidoso Downs

December 21, 2009

Cleatus Richards asked me to forward his acceptance regarding substantial completion for the Digester and Blowers. See below.

Angel Campos
Molzen-Corbin & Associates
acampos@molzencorbin.com
(505) 242-5700

-----Original Message-----

From: Cleatus Richards [mailto:cordpwd@ruidosodowns.us]
Sent: Friday, December 18, 2009 7:07 AM
To: Angel Campos
Subject: Re: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester

Angel:
This is to confirm acceptance of substantial completion of Blower and Digester on September 29, 2009.

Cleatus Richards
City of Ruidoso Downs

----- Original Message -----

From: "Angel Campos" <acampos@molzencorbin.com>
To: "'Randall Camp'" <randallcamp@ruidoso-nm.gov>; <cordpwd@ruidosodowns.us>;
<LisaSanchez@ruidoso-nm.gov>; "Bobby Snowden"
<BobbySnowden@ruidoso-nm.gov>
Cc: "Ron Mosher" <rmosher@molzencorbin.com>
Sent: Thursday, December 17, 2009 2:34 PM
Subject: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester

December 17, 2009

I am in the process of completing the EPA grant(s) documents which are required with the final drawdown. I have not received a reply regarding acceptable of substantial completed for the digester and blowers of September 29, 2009.

Your immediate response is appreciated.

Angel Campos
Molzen-Corbin & Associates
acampos@molzencorbin.com
(505) 242-5700

-----Original Message-----

From: Angel Campos

Sent: Monday, November 23, 2009 10:43 AM

To: 'Randall Camp'; 'cordpwd@ruidosodowns.us'; 'LisaSanchez@ruidoso-nm.gov'; 'Bobby Snowden'
Cc: Del Archuleta; Ron Mosher; 'EdensJr, Walter, NMENV'; 'Richard A.Rogers'; 'Miguel
Chandler'

Subject: RE: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester

November 23, 2009

RE: Revised Substantial Completion Date

In the Engineer's email of November 20, 2009 the Engineer's Substantial Completion date of September 21, 2009 is not correct. I was reminded by Bobby Snowden that the required blower training was not completed until September 29, 2009. Substantial Completion is revised to September 29, 2009.

Please acknowledge Owner acceptance of Substantial Completion of September 29, 2009 by replying to the request. Please call me should you have any questions regarding this communication.

Sincerely,

Angel Campos
Molzen-Corbin & Associates
acampos@molzencorbin.com
(505) 242-5700

-----Original Message-----

From: Angel Campos

Sent: Friday, November 20, 2009 12:49 PM

To: 'Randall Camp'; 'cordpwd@ruidosodowns.us'; 'LisaSanchez@ruidoso-nm.gov'; 'Bobby Snowden'
Cc: Del Archuleta; Ron Mosher; 'EdensJr, Walter, NMENV'; 'Richard A.Rogers'; 'Miguel
Chandler'

Subject: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester

November 20, 2009

TO: Randall Camp, Public Works Director, Village of Ruidoso Cleatus Richards, Public Works
Director, City of Ruidoso Downs

RE: Substantial Completion for Blowers and Digester Structure

Tatsch Construction is requesting for Substantial Completion of the Blowers and Digester Structure be considered based on the date that the blowers and digester were placed in service. The Contract Document requirements that must be met in order to recognize Substantial Completion are presented below:

1. Blower Installation - Manufacturer to certify that equipment is installed correctly, fully functional and ready to be placed in service.
Manufacturer's certification was received on September 17, 2009.

A.2. Blower Training - Provide operator training to plant staff. Training was provided September 29, 2009.

A.3. Blower Testing - Complete 5-day clean water test. Shakedown testing was completed on August 27, 2009.

B.1. Digester Installation - Manufacturer to certify that equipment is installed correctly, fully functional and ready to be placed in service.
Manufacturer's certification was received on September 3, 2009.

B.2. Digester Training - Provide operator training to plant staff. Training is scheduled for December 8, 2009. This training has been recognized as a punchlist item by the Owner.

B.3. Digester Testing - Complete 5-day clean water test. Shakedown testing was completed on August 27, 2009.

B.4. Digester - Fill digester with sludge from old plant digester to start new digester process. Pumping sludge from old digester was completed on September 21, 2009.

SUMMARY:

The Engineer confirms that the blower and digester completion activities noted by Tatsch Construction in their email of November 18, 2009 (email below) are correct. In addition, Bobby Snowden, Plant Manager, confirmed that sludge transferred from the old plant digester to the new digester was completed on September 21, 2009 (email below).

As such, the Engineer recommends that Substantial Completion be the date (September 21, 2009) the new digester structure and blowers were placed in service.

Please acknowledge Owner acceptance by replying to the request. Please call me should you have any questions regarding this communication.

Sincerely,

Angel Campos
Molzen-Corbin & Associates
acampos@molzencorbin.com
(505) 242-5700

-----Original Message-----

From: Bobby Snowden [mailto:BobbySnowden@ruidoso-nm.gov]
Sent: Thursday, November 19, 2009 12:29 PM
To: Angel Campos
Subject: RE: Ruidoso 1A - Timing of activities at Digester

That's what my records indicate also as far as original sludge transportation to new digester, Monday September 14th and again on Monday September 21st. Bobby

-----Original Message-----

From: Angel Campos [mailto:acampos@molzencorbin.com]
Sent: Thursday, November 19, 2009 11:07 AM
To: Bobby Snowden
Subject: FW: Ruidoso 1A - Timing of activities at Digester

Bobby,

You mentioned that you kept close tabs on filling of the new digester with sludge from the old digester. Do you agree with the dates noted below.

Please let me know.

Angel Campos
Molzen-Corbin & Associates
acampos@molzencorbin.com
(505) 242-5700

-----Original Message-----

From: Miguel Chandler [mailto:miguel@tatschconstruction.com]
Sent: Thursday, November 19, 2009 9:29 AM
To: Angel Campos
Cc: Bobby Snowden
Subject: Ruidoso 1A - Timing of activities at Digester

Angel,

I have spoken with our Superintendant Willie Lucero and he's reviewed his log book to provide me with the following information:

1. Clean water shakedown at digester: Started August 17, 2009 and Finished August 27, 2009.
2. a. Pumping sludge from old digester into new digester cell 1 started September 14, 2009.
b. Pumping sludge from old digester into new digester cell 2 started September 21, 2009.

I hope this information is useful to you and should you have any questions please advise.

Regards,

Miguel Chandler
Project Manager
Tatsch Construction, Inc.
(575) 538-3704 extension 17
(575) 538-2552 fax
208 Highway 180 West
Silver City, NM 88061

Angel Campos

To: Richard A.Rogers; Miguel Chandler
Cc: 'Randall Camp'; cordpwd@ruidosodowns.us; WilliamMorris@ruidoso-nm.gov; EdensJr, Walter, NMENV; Del Archuleta; Ron Mosher; jwmolzencorbin@windstream.net
Subject: Ruidoso Phase 1A - UV System Substantial Completion - Acceptance by Owner

November 4, 2009

RUI062-11.C40

RE: Ruidoso Phase 1A – UV Facilities
Conditional Substantial Completion
Notice of Owner Acceptance

We have been informed by the Owner that they accept the conditional Substantial Completion of the UV Facilities as present in the email below. The Certificate of Substantial Completion will be released after the Final Inspection is held. Presently, the Final Inspection is tentatively scheduled for November 12, 2009. This conditional Substantial Completion is acknowledged to start on November 4, 2009.

Please call me should you have any questions regarding this communication.

Sincerely,

Angel Campos
Molzen-Corbin & Associates
campos@molzencorbin.com
(505) 242-5700

From: Angel Campos
Sent: Wednesday, November 04, 2009 7:43 AM
To: 'Randall Camp'; 'cordpwd@ruidosodowns.us'; 'Bobby Snowden'; WilliamMorris@ruidoso-nm.gov; 'LisaSanchez@ruidoso-nm.gov'
Cc: 'EdensJr, Walter, NMENV'; Del Archuleta; 'Richard A.Rogers'; 'Miguel Chandler'; Eric Sorenson; Ken Muller; Ron Mosher; Michelle Salas
Subject: Ruidoso Phase 1A - UV System Substantial Completion

November 4, 2009

RE: Substantial Completion of Ultraviolet Disinfection System
Request of Owner Acceptance of Substantial Completion

The Ultraviolet Disinfection System (UV) five-day test period was completed on November 3, 2009. Plant operators collected daily samples and tested the effluent after disinfecting with the UV system.

Test Results

1. October 29
 - a. E-coli results: 3 colonies/100 ml
 - b. TSS: 11 mg/l
 - c. Flow: 1.707 mgd
2. October 30

- a. E-coli results: 8 colonies/100 ml
- b. TSS: 12 mg/l
- c. Flow: 1.373 mgd
- 3. October 31
 - a. E-coli results: 3 colonies/100 ml
 - b. TSS: 17 mg/l
 - c. Flow: 1.83 mgd
- 4. November 1
 - a. E-coli results: 8 colonies/100 ml
 - b. TSS: 14 mg/l
 - c. Flow: 1.664 mgd
- 5. November 2:
 - a. E-coli results: 6 colonies/100 ml
 - b. TSS: 9 mg/l
 - c. Flow: 1.726 mgd

UV Specification Requirement

Reduce the E. coli count to less than 126 cfu per 100 ml geometric means for any 30-day period . The 5-day test results are within specification requirements.

UV System Training

The UV system representative was on site the afternoon of November 3, 2009 and completed training to the plant operators. Bobby Snowden, Plant Manager confirmed that the UV system training was complete and acceptable.

UV System Installation Certification

Per the Contract Documents, the Engineer has requested for Tatsch Construction to certify in writing from the UV manufacturer that the UV system is installed correctly, fully functional and ready to be placed in service. Tatsch Construction has requested this certification from Siemens, UV System manufacturer.

Substantial Completion

This Substantial Completion is a conditional Substantial Completion. Tatsch Construction understands and has acknowledged to provide the following to complete the requirements of the Contract Documents:

1. Submit revised Final O&M Manual
2. Replace temporary transformers next week
3. Provide generator training next week
4. Provide instrumentation/controls training next week
5. Provide written certification from the UV manufacturer that the UV system is installed correctly, fully functional and ready to be placed in service.

Note: The instrumentation/control system and the emergency generator were field tested to support the UV system. These tests were confirmed by the Engineer.

Acceptance by Owner

The Engineer discussed Substantial Completion of the UV System with the Owner's representatives, Randall Camp, Village of Ruidoso and Cleatus Richards, City of Ruidoso Downs. As explained to them, the Engineer confirmed with Bobby Snowden that the UV System is completely operational and that the operators can operate and control the UV system.

This is to confirm verbal approval given to Molzen-Corbin by Cleatus Richards and Randall Camp regarding Substantial Completion acceptance of the UV System based on the above. The Engineer request confirmation from the Owner of Substantial Completion acceptance of the UV System. Tatsch Construction will be notified of the conditional Substantial Completion upon acceptance from the Owner's representatives.

Removal of Existing Chlorination System and Structures

The existing chlorination system and structures may be removed and demolished after receipt of the Owner acceptance of the UV System. The existing one ton chlorine gas containers and 150-pound SO2 cylinders must be removed by the chlorine supplier. Bobby Snowden reports that the supplier will remove the containers sometime next week. A pickup date will be confirmed later this week. This means that the entire existing chlorination facilities cannot be removed. With the ton containers on site, it appears that the chlorine contact basin structure and part of the chlorination building can be removed.

We are requesting written authorization for the Phase 1B Contractor to start demolition of the chlorine contact basin and associated piping. The Phase 1B Contractor may also remove part of the chlorination building not associated with the stored one-ton chlorine cylinders.

Your immediate response is requested. After receipt of the conditional acceptance of the UV System and approval for the partial removal and demolition of the existing chlorination system, the Engineer will inform the Phase 1B Contractor to start the removal of the chlorine contact basin.

Please call me should you have any questions regarding this request.

Sincerely,

Angel Campos
Molzen-Corbin & Associates
acampos@molzencorbin.com
(505) 242-570

Angel Campos

From: Cleatus Richards [cordpwd@ruidosodowns.us]
Sent: Friday, November 13, 2009 11:08 AM
To: Angel Campos
Cc: miguel@tatschconstructioninc.com; Randy Camp
Subject: Substantial completion-Sludge Handling System-Phase 1A RWWTP-Tatsch Construction

Angel:
This is to confirm approval of Substantial Completion of the Sludge Handling System -Phase 1A RWWTP constructed by Tatsch Construction effective November 12, 2009: said date being 80 calendar days beyond the required contract completion date of August 24, 2009.

This approval is made on behalf of Randall Camp, for the Village of Ruidoso and Cleatus Richards for the City of Ruidoso Downs

Cleatus Richards

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A – Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-966571-01 Subcontract Agreement S0801022 for improvement of the premises described as Wastewater Treatment Plant the City of Ruidoso Downs, County of Lincoln, State of New Mexico of which, City of Ruidoso Downs is the Owner.

NOW, THEREFORE, this 31st day of January 2010 for and in consideration of the sum of \$7,154.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Rio Grande Landscapes

Name of sole ownership, corporation or partnership

Janie Corley

Name of Authorized Representative

Bas. Mgr.

Title

Janie Corley

Signature of Authorized Representative

Date

FEB 10 2010

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A – Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-966571-01 Subcontract Agreement S0801031 for improvement of the premises described as Wastewater Treatment Plant the City of Ruidoso Downs, County of Lincoln, State of New Mexico of which, City of Ruidoso Downs is the Owner.

NOW, THEREFORE, this 31st day of January 2010 for and in consideration of the sum of \$59,801.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Post-Tensioning Reinforcing Services

Name of sole ownership, corporation or partnership

Antoinette Greenlee
Name of Authorized Representative

V.P. of Operations
Title

[Signature]
Signature of Authorized Representative

01-5-10
Date

EXP - 9 2010

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A – Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-966571-01 Subcontract Agreement S0801081 for improvement of the premises described as Wastewater Treatment Plant the City of Ruidoso Downs, County of Lincoln, State of New Mexico of which, City of Ruidoso Downs is the Owner.

NOW, THEREFORE, this 31st day of January 2010 for and in consideration of the sum of \$5,900.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Daylighting Solutions

Name of sole ownership, corporation or partnership

J HERRY ABBOTT

Name of Authorized Representative

PRESIDENT

Title

[Signature]

Signature of Authorized Representative

2-4-2010

Date

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A – Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-966571-01 Subcontract Agreement S0801023 for improvement of the premises described as Wastewater Treatment Plant the City of Ruidoso Downs, County of Lincoln, State of New Mexico of which, City of Ruidoso Downs is the Owner.

NOW, THEREFORE, this 31st day of January 2010 for and in consideration of the sum of \$84,171.60 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Constructors, Inc.

Name of sole ownership, corporation or partnership

Dachelle Thompson

Name of Authorized Representative

Dachelle Thompson

Signature of Authorized Representative

Secretary

Title

2/8/10

Date

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-966571-01 Subcontract Agreement S0801161 for improvement of the premises described as Wastewater Treatment Plant the City of Ruidoso Downs, County of Lincoln, State of New Mexico of which, City of Ruidoso Downs is the Owner.

NOW, THEREFORE, this 31st day of January 2010 for and in consideration of the sum of \$1,471,753.16 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

U.S. Electrical Corporation

Name of sole ownership, corporation or partnership

James J. Garcia

Name of Authorized Representative

President

Title

James J. Garcia

Signature of Authorized Representative

2/5/2010

Date

FEB - 8 2010

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-966571-01 Subcontract Agreement S0801091 for improvement of the premises described as Wastewater Treatment Plant the City of Ruidoso Downs, County of Lincoln, State of New Mexico of which, City of Ruidoso Downs is the Owner.

NOW, THEREFORE, this 31st day of January 2010 for and in consideration of the sum of \$204,163.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Bogan Brothers Painting Company, Inc.

Name of sole ownership, corporation or partnership

Phil Chynoweth

Name of Authorized Representative

Phil Chynoweth

Signature of Authorized Representative

President

Title

2/8/10

Date

FEB - 9 2010

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A – Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-966571-01 Subcontract Agreement S0801041 for improvement of the premises described as Wastewater Treatment Plant the City of Ruidoso Downs, County of Lincoln, State of New Mexico of which, City of Ruidoso Downs is the Owner.

NOW, THEREFORE, this 31st day of January 2010 for and in consideration of the sum of \$86,147.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

R.S. Masonry, Inc.

Name of sole ownership, corporation or partnership

PATRICK M SAPONARO

Name of Authorized Representative

PATRICK M SAPONARO

Signature of Authorized Representative

Vice President

Title

2-3-2010

Date

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A – Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-966571-01 Subcontract Agreement S0801151 for improvement of the premises described as Wastewater Treatment Plant the City of Ruidoso Downs, County of Lincoln, State of New Mexico of which, City of Ruidoso Downs is the Owner.

NOW, THEREFORE, this 31st day of January 2010 for and in consideration of the sum of \$133,301.35 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Polson & Grady, Ltd

Name of sole ownership, corporation or partnership

William Keith Blazer

Name of Authorized Representative

V.P.

Title

William Keith Blazer

Signature of Authorized Representative

2/16/10

Date

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-966571-01 Subcontract Agreement S0801082 for improvement of the premises described as Wastewater Treatment Plant the City of Ruidoso Downs, County of Lincoln, State of New Mexico of which, City of Ruidoso Downs is the Owner.

NOW, THEREFORE, this 31st day of January 2010 for and in consideration of the sum of \$12,792.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Overhead Door Company of Las Cruces

Name of sole ownership, corporation or partnership

JENNIFER M MINTON

Name of Authorized Representative

V.P

Title

[Signature]

Signature of Authorized Representative

2-4-10

Date